

## Notice of Intention to Take Land and a Leasehold Estate for the Functioning Indirectly of a Road—Ōtaki to North of Levin Project, Wellington Land District

Notice is hereby given that the Minister for Land Information proposes to take, under the Public Works Act 1981, the land described in the First Schedule of this notice (“Land”) and a leasehold estate (“Lease”) in the land described in the Second Schedule of this notice (“Lease Land”) on the terms and conditions set out in the Third Schedule of this notice.

The Land and the Lease are required for construction of the Ōtaki to north of Levin Project (“Project”). More particularly, the Land and the Lease are required for the functioning indirectly of a road. It is intended to use part of the Land for State highway, part of the Land for local road as an indirect requirement of construction of the Project and part of the Land for a shared use path. Those parts of the Land required for road will be declared road following construction of the Project and that part of the Land required for local road will be transferred to Horowhenua District Council. It is intended to use the Lease for temporary occupation during construction of the Project.

The reasons why the Minister for Land Information considers it essential to take the Land and the Lease are to improve safety and resilience of the Ōtaki to north of Levin transport corridor and to increase transport choice for the area’s growing population.

The registered owner of the Land and the Lease Land and those persons with a registered interest in it have been served with notice of the Minister for Land Information’s intention to take the Land and the Lease and advised of their right to object.

Any other person having the right to object may send a written objection to the Registrar, Environment Court, District Court Building, Level 5, 49 Ballance Street, Wellington 6011. Postal Address: SX10044 Wellington, within 20 working days after the date of publication of this notice.

If any objection is made in accordance with this notice, a public hearing will be held with the right of the objector to appear and be heard personally, unless the objector otherwise requires, and each objector will be informed of the time and place of the hearing.

Any person requiring further information in respect of this advice should contact Ian Hutchison, The Property Group Limited, Level 11, Cornerstone House, 36 Customhouse Quay, Wellington 6011. Postal Address: PO Box 2874, Wellington 6140. Email: [ihutchison@propertygroup.co.nz](mailto:ihutchison@propertygroup.co.nz). Phone: 027 249 6494.

The Land and the Lease Land are located at 82 Sorenson Road, Levin.

### Wellington Land District—Horowhenua District

#### First Schedule

##### Land

Area ha	Description
2.3759	Part Lot 4 DP 68623 (Record of Title WN37A/230); shown as Area 1 on SO Plan 604551.
0.0179	Part Lot 4 DP 68623 (Record of Title WN37A/230); shown as Area 2 on SO Plan 604551.

#### Second Schedule

##### Lease Land

Area ha	Description
0.1739	Part Lot 4 DP 68623 (Record of Title WN37A/230); shown as Area 1A on SO Plan 604551.
0.3844	Part Lot 4 DP 68623 (Record of Title WN37A/230); shown as Area 1B on SO Plan 604551.
0.0633	Part Lot 4 DP 68623 (Record of Title WN37A/230); shown as Area 2A on SO Plan 604551.

#### Third Schedule

##### Terms and Conditions for the Lease

##### Purpose for which the Lease is required:

The Lease is required to allow the Crown to occupy the Lease Land during the construction of the Project. The Lease Land may be used for such purposes as construction offices, storage and laydown areas, access to construction sites and for such other purpose or purposes reasonably required for construction of the Project.

##### Terms of the Lease:

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1. Any reference to the Crown in this Lease includes its employees, engineers, assistants, consultants, contractors and authorised invitees.
2. The Lease shall commence on the 14th day after publication of a proclamation taking the Land and the Lease in the *New Zealand Gazette* and terminate on that date four years thereafter ("Term").
3. The registered owner shall be entitled to receive a current market rent assessed by a registered valuer.
4. The Crown may, on the giving of written notice to the registered owner, extend the Term for two further periods of one year should the Project not be completed by the expiry of the original Term.
5. Notwithstanding the Term created, the Crown may terminate the Lease at any time by giving the registered owner one month's notice in writing.
6. The Crown shall have the right to occupy the Lease Land for the purpose stated above for the Term and for the avoidance of doubt such right shall include the right to enter and re-enter the Lease Land at all times, with or without such vehicles, machinery or materials for the purpose set out in the notice.
7. The Crown will have the right to remove any property or improvements located on the Lease Land including the right to remove or disconnect and cap any affected services associated with the dwelling within part of the Lease Land labelled "F" on the Plan ("Dwelling").
8. The Crown shall erect and maintain temporary fencing for the period of construction of the Project to provide adequate security to the balance of the property.
9. The Crown shall take all reasonable steps to minimise damage to the Lease Land arising from the Crown's occupation under the Lease and/or the execution of construction of the Project.
10. The Crown shall at the expiration of the Term, or any extended period taken in accordance with the Lease, remove all debris arising from the Crown's occupation under the Lease together with any temporary fences, construction machinery, hardstands, and other improvements required to be erected by the Crown during the Lease. The Crown shall otherwise restore the Lease Land to a condition generally in keeping with the character of the Lease Land prior to entry taking into account works the Crown was authorised to undertake under the Lease. The Crown shall complete such work in a good and professional manner. For the avoidance of doubt, the Crown will not be required to reinstate the Dwelling following completion of the works.
11. Clauses 4, 5, 6, 10, 11 and 12 of Part 2 and clause 13 of Part 3 of Schedule 3 of the Property Law Act 2007 are excluded from the Lease.

Dated at Wellington this 22nd day of July 2024.

HON CHRIS PENK, Minister for Land Information.

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